



CITY OF DETROIT
DETROIT DEPARTMENT OF
TRANSPORTATION
PURCHASING/CONTRACT
ADMINISTRATION DIVISION
1301 E. WARREN AVENUE
DETROIT, MICHIGAN 48207
313 • 833 • 7360
313 • 833 • 5338 (FAX)

PLEASE RETURN THIS
FORM even though you
cannot submit a bid and
state your reason. Your
name may be removed
from the mailing list for
failure to bid and/or failure
to state reasons for not
submitting a bid.

DDOT Request for Quotation

RFQ NUMBER 48597 REVISION 1 PAGE

THE ABOVE NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

SHIP TO
1301 E Warren Ave
Detroit, MI 48207
US

BILL TO
1301 E Warren Ave
Detroit, MI 48207
US

SUPPLIER

COPY

SUPPLIER NO. 1015464		DATE OF ORDER/BUYER 29-MAY-14		REVISED DATE/BUYER 18-JUN-14 R Wilson			
PAYMENT TERMS		SHIP VIA		F.O.B.			
FREIGHT TERMS		REQUESTOR/DELIVER TO Sealed Bid		CONFIRM TO / TELEPHONE			
DUE DATE 01-JUL-14				QUOTE INFORMATION VALID			
LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	<p>This RFQ is created in accordance with MOR. Furnish the City of Detroit Department of Transportation with Electrical Services for Dispatch Center.</p> <p>Pre-bid meeting at 1301 E. Warren, Room 201, Detroit, MI 48207 at 10:00 am, June 25, 2014.</p> <p>All inquiries should be directed to ricwil@detroitmi.gov To submit a bid please adhere to the following:</p> <p>All vendors submitting a bid for consideration are required to provide a SEALED BID in hard copy format with an ORIGINAL, ONE COPY AND A SOFT COPY on a Flash Drive using the MICROSOFT OFFICE 2000-2003 software or PDF FILE. Please Label Flash Drive with Company Name.</p> <p>This is a INFORMAL solicitation. Bids must be submitted to the City of Detroit Department of Transportation Purchasing Division, 1301 E. Warren Ave., Detroit, MI 48207 on or before 4:00 P.M., July 1, 2014, and will be opened and read July 2, 2014 at 10:00 A.M. in the DDOT ADMINISTRATION BUILDING, Purchasing Division, CONFERENCE ROOM, SECOND FLOOR 1301 E. Warren Ave., Detroit, MI 48207.</p>						
This Is Not An Order Do Not Detach - Return All Papers							



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DDOT Request for Quotation

RFQ NUMBER 48597 REVISION 2 PAGE

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PAYMENT TERMS		SHIP VIA		F.O.B.	
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DUE DATE	01-JUL-14	QUOTE INFORMATION VALID			

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	The following documents are attached to this RFQ and are apart there of: 1. Signature Page (1 Page) 2. No Bid Statement (1 Page) 3. Specifications 1 page 4. Terms & Conditions 5 Pages 5. General Conditions 3 Pages 6. Clearance Notification 11 Pages 7. DDOT Special Conditions 6 Pages 8. DDOT Forms 7 Pages If this RFQ package DOES NOT contain all of the items referenced above; contact Richard Wilson at 313-833-1401 or email ricwil@detroitmi.gov						

This Is Not An Order

Do Not Detach - Return All Papers

Furnish to the Detroit Department of Transportation Electrical Services for Dispatch Center Pre Bid Meeting in the Dispatch Center at 10:00 am 1301 E. Warren, Room 201, Detroit, MI 48207.

GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions as specified pages 1 through 3. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. **MUST** be crossed out and initialed. Failure to initial any changes **will** be grounds for rejection of your bid.

CORRECTION FLUID IS NOT ACCEPTABLE.

QUOTATIONS/PROPOSALS:

Bidders **MUST** submit an original, 1 copy, and soft copy on flash drive of the bid quotation/proposal using Microsoft Office 2000-2003 software or PDF format. Additionally, duplicate copies of all descriptive literature and or samples must be provided as requested. All flash drive become the property of the City of Detroit Department of Transportation Purchasing and Contract Administration. Failure to submit maybe grounds for rejection.

MINOR DEVIATIONS:

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Purchasing Director, shall be final as to what constitutes acceptable deviations from specifications.

AWARD:

One award will be made on a low total net bid basis. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award.

All awards are subject to Ordinance No. 15-00.

SPECIFICATION CHECK:

We have read the specifications thoroughly and we:

() Are able to meet specifications without deviation.

() All deviations are properly outlined on an attached sheet marked _____ for identification.

SIGNED: _____

TITLE: _____

BID WITHDRAWAL:

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 11 of the General Conditions.

EQUALIZATION FACTOR:

DETROIT EQUALIZATION FACTOR: DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1d) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

Terms & Conditions**Suppliers Name** _____**Page 2****RFQ 48597****FOB** Central Warehouse 1301 E Warren, Detroit, MI 48207

Item	UOM	Item description	Price
1	1 each	Utility Coordination, Local permits and inspections required for site work (construction, electrical etc.)	\$ _____ / each

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

2	1 each	Single Phase commercial power hookup from source up to 100 feet away within the building, including meterbox and main cutoff	\$ _____ / each
---	--------	--	-----------------

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

3	1 each	100A / 60A Breaker panel with capacity for 20 circuits	\$ _____ / each
---	--------	--	-----------------

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

4	1 each	Install 20A single pole breakers in the panel and wire to simplex outlets located on an average within 35 cable feet	\$ _____ / each
---	--------	--	-----------------

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

Terms & Conditions

Suppliers Name _____

Page 3
RFQ 48597

- 5 11 each Install simplex surge protected IG outlets near equipment locations:
Equipment Room – 4 UPS circuits and
1 non-UPS circuit terminated in an OPS / PDU
Dispatch Room – 2 UPS circuits and
1 non-UPS circuit at each of 5 Operator Positions
Supervisor Office – 2 UPS circuits and
1 non-UPS circuit \$ _____ / each

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

- 6 6 each Network Cabling from Equipment Room to Dispatch,
Motorola needs 3 per OP, DDOT needs an additional
2 per OP, plus 1 extra per OP (total 6 per OP) \$ _____ / each

QUOTING ON:

We are quoting on MODEL _____

Manufactured by _____

and described in the attached literature marked _____ for identification.

EXCEPTIONS TO SPECIFICATIONS ARE: _____

_____**DELIVERY:** Delivery will be made after receipt of Purchase Order as follows:

Item 1 Within _____ days Item 2 Within _____ days

Item 3 Within _____ days Item 4 Within _____ days

Item 5 Within _____ days Item 6 Within _____ days

TERMS OF PAYMENT:

A discount of _____% will be allowed for payment of invoice within thirty (30) days of delivery and acceptance of the above items and vendor's invoice. Other terms less than thirty (30) days, E.O.M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

The City of Detroit reserves the unqualified right to reject any bid, which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 3 of the General Conditions.

CONTRACT ACCEPTANCE:

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

INVOICING:

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b) Contractor must submit price lists in accordance with bid requirements.
- c) **Original** invoice **must** be submitted to the appropriate City of Detroit Account's Payable Section.
- d) **Copy** of invoice **must** be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

CLEARANCES

The successful vendor will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies have been attached to this RFQ. Please fill them out completely and return them to the respective agencies by mail, fax, or dropping them off to the individual offices. It is the Vendor's responsibility to obtain clearances. Approved clearances are not required to submit the bid, but will be required of the successful vendor prior to City Council approval.

COOPERATIVE PURCHASES:

This bid solicitation includes the City of Detroit's preference for environmentally preferred goods and services where applicable. The City of Detroit will utilize and compare the responses to this bid to available cooperative purchasing agreements. For a complete explanation refer to Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services.

- MiDeal
- General Services Administration
- Western States Contracting Alliance
- National Intergovernmental Purchasing Alliance (IPA)
- National Joint Powers Alliance (NJPA)
- U.S. Communities

EXPERIENCE AND REFERENCES:

Past performance and experience may be factors in making the award.

We have furnished goods and/ or services of a similar nature, as follows (Complete in entirety):

	COMPANY	ADDRESS	PHONE NO.	CONTACT
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

COMPLIANCE WITH LAWS:

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.

The contractor shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

INSURANCE:

- I. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
 - B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Purchasing Division, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

SECTION 1 - CONTRACT PROVISIONS

The funding agencies for the procurement addressed in this solicitation include the United States Department of Transportation, Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the Bidder/Contractor shall comply with the following clauses required by FTA, etc. The words, "Purchaser" and "Recipient", in these clauses shall, as applicable, mean the *City*.

1.0 ELIGIBLE BIDDERS

Competition for this contract is open to all qualified bidders/contractors.

2.0 SINGLE BID RESPONSE

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

3.0 SUBCONTRACTOR UTILIZATION REQUIREMENTS

A percentage (%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses): ____%

4.0 CONTRACTOR CHANGES

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

5.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The *City* and *Contractor* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this *Contract* and shall not be subject to any obligations or liabilities of the *City*, *Contractor*, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying *Contract*.

(2) The *Contractor* agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the *Subcontractor* who will be subject to its provisions.

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

6.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The *Contractor* acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying *Contract*, the *Contractor* certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying *Contract* or the FTA assisted project for which this *Contract* work is being performed. In addition to other penalties that may be applicable, the *Contractor* further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the *Contractor* to the extent the Federal Government deems appropriate.

(2) The *Contractor* also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the *Contractor*, to the extent the Federal Government deems appropriate.

(3) The *Contractor* agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the *Subcontractor* who will be subject to the provisions.

7.0 ACCESS TO THIRD PARTY CONTRACT RECORDS

The following access to records requirements apply to this *Contract*:

1. The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The *Contractor* agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the *Contractor* which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The *Contractor* also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO *Contractor* access to the *Contractor's* records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The *Contractor* agrees to permit the *City* to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The *Contractor* agrees to maintain all books, records, accounts and reports required under this *Contract* for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the *Contractor* agrees to maintain same until the *City*, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

8.0 FEDERAL CHANGES

The *Contractor* shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the *City* and FTA, as they may be amended or promulgated from time to time during the term of this contract. The *Contractor's* failure to so comply shall constitute a material breach of this *Contract*.

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

9.0 TERMINATION OF CONTRACT (CONTRACTS > \$10,000)

NOT APPLICABLE

10.0 CIVIL RIGHTS EEO, ADA COMPLIANCE (Contracts >\$10,000)

NOT APPLICABLE

11.0 DISADVANTAGED BUSINESS ENTERPRISE

NOT APPLICABLE

12.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding *Contract* provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this *Contract*. The *Contractor* shall not perform any act, fail to perform any act, or refuse to comply with any *City* requests which would cause the *City* to be in violation of the FTA terms and conditions.

13.0 SUSPENSION AND DEBARMENT (Contracts > \$25,000)

NOT APPLICABLE

14.0 BUY AMERICA (Rolling Stock, Construction, and Materials & Supplies Contracts >\$100,000)

NOT APPLICABLE

15.0 BREACHES AND DISPUTE RESOLUTION (Contracts > \$100,000)

NOT APPLICABLE

16.0 LOBBYING (Contracts >\$100,000)

NOT APPLICABLE

17.0 CLEAN AIR (Contracts >\$100,000)

NOT APPLICABLE

18.0 CLEAN WATER (Contracts >\$100,000)

NOT APPLICABLE

19.0 CARGO PREFERENCE (Rolling Stock, Construction, Materials & Supplies Contracts property transported by vessel only)

NOT APPLICABLE

20.0 FLY AMERICA (All Contracts Foreign Transport or Travel Only)

NOT APPLICABLE

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

21.0 DAVIS BACON ACT (Construction Contracts >\$2,000)

NOT APPLICABLE

22.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Operation/Management, Rolling Stock, and Construction Contracts >\$100,000)

NOT APPLICABLE

23.0 BONDING REQUIREMENTS (Construction Contracts >\$100,000)

NOT APPLICABLE

24.0 SEISMIC SAFETY (Professional A&E and New Construction Contracts)

NOT APPLICABLE

25.0 Transit Employee Protective Provisions (Operations/Management Contracts)

NOT APPLICABLE

26.0 CHARTER SERVICE OPERATIONS (All Operations/Management Contracts)

NOT APPLICABLE

27.0 SCHOOL BUS OPERATIONS (All Operations/Management Contracts)

NOT APPLICABLE

28.0 DRUG & ALCOHOL TESTING (All Transit Operations Contracts)

NOT APPLICABLE

29.0 RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS (All Professional Service , Research and Development Contracts)

NOT APPLICABLE

30.0 PATENT RIGHTS (All Professional Research and Development Contracts)

NOT APPLICABLE

31.0 ENERGY CONSERVATION

The *Contractor* agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

32.0 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (All ITS Projects)

NOT APPLICABLE

33.0 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

34.0 TOXIC MATERIAL REMOVAL (Construction Contracts)

NOT APPLICABLE

35.0 ASSIGNMENT

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchases Agent for proper procedure.

36.0 LAWS AND REGULATIONS

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1F, dated November 1, 2008, as amended, and 2015.1 incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

37.0 GEOGRAPHIC RESTRICTIONS

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

38.0 PROTECTION OF SENSITIVE SECURITY INFORMATION

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

39.0 FEDERAL COST PRINCIPLES

All costs must be necessary, reasonable, and allocable to the project, authorized by DDOT, and not prohibited by Federal law or regulation.

40.0 TEXTING WHILE DRIVING DISTRACTED DRIVING

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT encourages contractors to adopt and promote Texting while Driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

41.0 SEATBELT USAGE

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

DETROIT DEPARTMENT OF TRANSPORTATION

Contractual Provisions (FTA Contracts)

Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X].

Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for **rejection** of your bid/proposal.

- | | | |
|-------------------------------------|----------|--|
| <input checked="" type="checkbox"/> | FORM A - | Bidder's Certification Statement |
| <input checked="" type="checkbox"/> | FORM B - | Amendments/Riders |
| <input type="checkbox"/> | FORM C-1 | Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(1)- (Steel, Iron, Manufactured Products) |
| <input type="checkbox"/> | FORM C-2 | Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(2)(C) – (Rolling Stock) |
| <input type="checkbox"/> | FORM D - | Conflict of Interest Certification |
| <input type="checkbox"/> | FORM E - | Disadvantage Business Enterprise Program Requirements (total packet- 31 pages) |
| <input type="checkbox"/> | FORM F - | Suspensions and Debarment |
| <input type="checkbox"/> | FORM G - | Disclosure of Lobbying Activities |
| <input type="checkbox"/> | FORM P-1 | Bid Bond |
| <input type="checkbox"/> | FORM P-2 | Performance Bond |
| <input type="checkbox"/> | FORM P-3 | Payment Bond |
| <input checked="" type="checkbox"/> | FORM Q | Responsibility of Bidder/Proposer Determination |
| <input type="checkbox"/> | FORM Q-3 | Technical Disclosure |
| <input type="checkbox"/> | FORM Q-4 | Financial Disclosure |
| <input checked="" type="checkbox"/> | FORM S | Verification and Acknowledgment |

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER'S FORMS

FORM A

Project/ RFQ No.: _____
Project Title: _____

Amendments/Riders

The undersigned acknowledges receipt of the following amendments/riders to the request for quotations (RFQ) or request for proposals (RFP) document:

Amendment/Riders No. _____, Dated _____

Amendment/Riders No. _____, Dated _____

Amendment/Riders No. _____, Dated _____

Company Name: _____

Authorized Signature: _____

Name: _____
(Print)

Title: _____

Date: _____

FORM B
Page 1 of 3

The undersigned proposer submits for consideration the following equipment/components instead of the specified item for the above project:

Section	Paragraph	Specified Item
---------	-----------	----------------

I. Item Requiring Approval of proposed Substitution:

II. Reason for Substitution: Include the differences between the proposed substitution and the specified item.

III. Benefits of substitution: Attach complete technical data and documentation describing all effects the substitution may have on component life.

IV. Manufacturers' guarantees and Warranties of the proposed and specified items are:

() Same () Different

Attach a separate sheet with an explanation of the differences.

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER'S FORMS

FORM B
Page 2 of 3

V. References: List the names of at least three (3) customers where the substitution has been in place. The information obtained from these firms as to the degree of successful operation shall be taken into consideration in the evaluation of the substitute.

Firms Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

Firms Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

Firms Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

The undersigned proposer certified that the function, appearance and quality of the proposed substitution are equivalent or superior to those of the specified item.

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER’S FORMS

FORM B
Page 3 of 3

Submitted By:

Firms Name: _____

Address: _____

Telephone No.: _____

Signature _____

Printed Name: _____

Date: _____

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER’S FORMS

FORM Q
Page 1 of 2

INSTRUCTIONS
RESPONSIBILITY OF BIDDER/PROPOSER

1. All Bidders/Proposers submitting a Bid/Proposal must complete and submit with its Bid/Proposal the attached “Q” Forms. If required for Request for Quote (RFQ), the apparent low bidder shall receive written notification requestin submission of Forms Q-3 and Q-4. Completed Forms Q-3 and Q-4 shall be submitted to the DDOT Purchasing/Contract Administration Division Office within 10 calendar days of the request.
2. Please state “not applicable” in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete to the time Bidder/Proposer signs the “Q” Forms, Bidder/Proposer must, as a part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to the “Q” Forms. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on these Forms:

3. All information must be legible.
4. Completed forms must be signed by a partner (if partnership), a duly authorized officer or individual (If a corporation), or a principal (If a sole proprietorship).
5. The term “Proposer” includes the term “Bidder” and also refers to the firm awarded the Contract. The term “Proposal” includes the term “Bid”.
6. If during the performance of the Contract either of the following occurs, the Bidder shall promptly give notice of the situation, in writing, to the DDOT Procurement Manager, and cooperate with DDOT’s review and Investigation of such information.
 - i) Proposer has reason to believe that any representation or answer to any question contained in the “Q” Forms was not accurate or complete at the time the Forms were signed; or

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER'S FORMS

FORM Q
Page 2 of 2

- ii) events occur or circumstances change so that an answer to any question in Part IV is no longer accurate or complete.

In the DDOT's sole discretion, the following shall constitute grounds for DDOT to take remedial action, up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed, if,

- i) Proposer fails to notify the DDOT's Procurement Manager as required by "6" above; ii) Proposer fails to cooperate with DDOT's request for additional information as required by "6" above.

- 7. DDOT reserves the right to inquire further with respect to the Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by DDOT. Any response to this document prior or subsequent to the Proposer's Proposal which is or may be construed as unfavorable to the Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the Contract if it is awarded to Proposer.

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS
SECTION II – PROPOSER'S FORMS

FORM S

RFQ/Project Number: _____

Project Title: _____

VERIFICATION AND ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____ 20 _____, before me personally came and
appeared _____ by me known to be said person, who swore under
oath as follows:

1. He/She is _____ of _____
(Print Title) (Print name of Firm)
2. He/She is duly authorized to sign the Proposer's Forms on behalf of said firm and
duly signed these documents pursuant to said authorization.
3. The answers to the questions set forth in the Proposer's Forms are true, accurate
and complete.
4. He/She acknowledged and understands that the Proposer's Forms include
provisions which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, 20 _____

(Notary Public)

RFQ DOCUMENT SIGNATURE PAGE

ASSIGNMENT: A Contractor shall not assign any Purchase Order or Contract or any monies due therefrom without prior approval of the Purchasing Director, the Finance Director and in some cases the City Council. Contact the Purchasing Agent for proper procedure.

*****UNSIGNED BIDS CANNOT BE CONSIDERED*****

IN THE FURTHER DESCRIPTION OF THIS PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF:

(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

MAILING ADDRESS:

(ZIP CODE)

PAYMENT MAILING ADDRESS:

(IF DIFFERENT FROM ABOVE)

(ZIP CODE)

BUSINESS ADDRESS:

(CHECK ONE):

LEASE _____ RENT _____ OWN _____

(ZIP CODE)

FEDERAL EMPLOYER ID #:

CHECK ONE:

() CORPORATION, Incorporated Under The Laws Of The State Of _____

If Other Than Michigan Corporation, Licensed To Do Business In Michigan? _____ YES _____ NO

() PARTNERSHIP, Consisting of (List Partners)

() ASSUMED NAME (Register No.)

() INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.

AUTHORIZED SIGNATURE:

DATE _____

SIGNED: _____

TELEPHONE NO. _____

PRINTED _____

FAX NO. _____

TITLE _____

EMAIL ADDRESS: _____

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. FAILURE TO COMPLETE FORM MAY BE CAUSE FOR REJECTION.

STATEMENT OF NO BID

RFQ/RFP # 48597

We, the undersigned, have declined to quote on Bid No. RFQ 48597 because of the following reason (s): (Check all that apply)

- ☐ *City of Detroit payment issues (specify below).*
- ☐ *We do not offer this product or the equivalent.*
- ☐ *Unclear description/specifications (specify below).*
- ☐ *Insufficient time to respond to the invitation to bid.*
- ☐ *Unable to meet the bond requirements.*
- ☐ *Our product schedule would not permit us to meet your needs at this time.*
- ☐ *Other (specify below).*

REMARKS:

Company Name: _____

Signature: _____ Date: _____

CLEARANCE NOTIFICATION

Any bidder or vendor may apply for clearance certificates. Before the City can award a contract to a successful bidder, that bidder must obtain and provide clearance certificates to the City of Detroit Purchasing Division.

ALL BIDDERS AND POTENTIAL VENDORS ARE ADVISED TO OBTAIN PRE-APPROVALS UTILIZING THE ATTACHED CLEARANCE REQUEST FORMS SO AS NOT TO DELAY OR JEOPARDIZE CONTRACT AWARD.

Clearance certificates are statements of bidder compliance with applicable City of Detroit Ordinances and are required prior to award of contracts. The clearance certificates must be obtained from each of the following departments and divisions:

1. **Income Tax Division**, Finance Department
512 Coleman A. Young Municipal Center
Detroit, MI 48226
Telephone: (313) 224-3329
2. **Revenue Collection Division**, Finance Department
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
Telephone: (313) 224-4087

FAILURE TO PROVIDE ALL REQUIRED CLEARANCES WITHIN THE TIME ALLOWED MAY RESULT IN THE REJECTION OF QUOTES, BIDS AND/OR PROPOSALS.

After the evaluation of quotes, bids or proposals the City will send (via E-MAIL or by First Class mail to the E-MAIL or MAILING ADDRESS indicated on the signature page of the bid form) notifications to the two lowest responsive and responsible bidders that they must obtain and provide the Purchasing Division with clearance certificates within ten (10) business days after date of request. The vendor and/or bidder shall be responsible for any mailing delays or failure of the U. S. Postal Service to deliver.

3. **Human Rights Department Affidavit (effective 12/1/2010)** must be completed in its entirety, notarized and submitted with your bid. Failure to submit completed affidavit with your bid will (disqualify your bid for non-compliance) or (will be cause for rejection).
4. **Slavery Era Affidavit:** Require all bidders to submit a signed and notarized Slavery Era Records and Insurance Disclosure Affidavit per Chapter 18, Article V of the Purchasing Ordinance. The Ordinance requires the Vendor to disclose any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related to slaves who were held during the slavery era in the US.
5. **Hiring Policy Compliance (Effective 7/1/2012):** All Bid responses to this Request For Proposal (RFP) or responses to this Request For Qualifications (RFQ) must include the attached Hiring Policy Compliance Affidavit executed by the same individual who signs the Bid. A Bid submitted without this Affidavit and a copy of their application to verify compliance will be deemed non-responsive and will not be evaluated.

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.**

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file form D-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter's registration, ect.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees' compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2's. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees...

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name _____

Address _____

City _____

State _____ Zip Code _____

Telephone _____ Fax # _____

E-mail Address _____

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Telephone # _____

Fax # _____

Employer Identification or Social Security Number

Spouse Social Security Number

Nature of Contract _____

BID CONTRACT AMOUNT (if known):

Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☐ No
6. Will the company have employees working in Detroit? ☐ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☐ No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☐ Yes ☐ No Signature _____ Date _____ Expires _____
☐ Yes ☐ No Signature _____ Date _____ Expires _____
☐ Yes ☐ No Signature _____ Date _____ Expires _____

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

REVENUE COLLECTION CLEARANCE

All Purchasing Division vendors in compliance with Ordinance 52-H (No outstanding obligations to the City of Detroit) requirements will receive an approved Revenue Collection Clearance. Copies of the approved clearance may be submitted with bid packages until the clearance expiration date. Revenue Collection Unit clearances may have various validity dates--usually within the same fiscal year.

VENDOR CLEARANCE REQUESTS

Purchasing Division clearance requests will be called Purchasing Division Vendor Clearance Request.

The vendor request provides for submission of all pertinent data relating to the business or individual seeking the contract. It must be filled out in its entirety and submitted along with any additional documentation, such as:

- (1) Copies of lease and/or rental agreements, if the real property does not belong to the applicant
- (2) Federal I.D. number or SS#, if a sole proprietor.
- (3) Personal Property tax I.D. number, if applicable. If you do not know your number or need to apply for one, you must go to Room 607 for this information.

Missing and/or inaccurate information may result in processing delays.

INTERNAL PROCESSING

DOCUMENT REVIEW TAKES FIVE (5) WORKING DAYS. IT IS THE VENDOR'S RESPONSIBILITY TO PROVIDE REQUIRED DOCUMENTATION IN TIME FOR A REVIEW AND RECOMMENDATION PRIOR TO THE BID ENDING DATE.

CLEARANCE REQUESTS MAY BE DROPPED OFF ON ALL NORMAL WORK DAYS BETWEEN 8:30 A.M. AND 4:30 P.M. IN ROOM 1012 OF THE COLEMAN A. YOUNG MUNICIPAL CENTER. A TRAY LABELED VENDOR CLEARANCES WILL BE AVAILABLE ON THE FRONT COUNTER. PICKUP OF COMPLETED FORMS CAN BE MADE AFTER 8:30 A.M. THE FIFTH WORKING DAY (NO SATURDAYS OR SUNDAYS) AFTER SUBMISSION

NO ONE WILL BE AVAILABLE TO ANSWER QUESTIONS AT THE TIME OF SUBMISSION.

DENIED REQUESTS WILL INCLUDE THE REASON FOR DENIAL.

VENDORS IN POSSESSION OF AN EXPIRED APPROVED CLEARANCE SHOULD SUBMIT THE EXPIRED CLEARANCE WITH THEIR REQUEST.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 – 4087 (Telephone)
(313) 224 – 4238 (Fax)

Nature of Contract _____
Contract Amount _____

Business Type: ☐ Corp ☐ Partnership ☐ Sole Proprietorship ☐ Personal Services

Business Name _____

Business Address _____

Ward/Item # _____

F.I.D. NO. _____

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person _____

Phone Number _____

Fax Number _____

Owner(s) Home Address _____ ☐ Lease ☐ Own

Please do not write below this line for department use only.

<u>Real Property</u>	<u>Special Assessment</u>	<u>Personal Property</u>	<u>Other Receivable</u>
----------------------	---------------------------	--------------------------	-------------------------

<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature (City of Detroit)

Date

Expiration Date

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the _____, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current ***Contract Specific*** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: _____
(Type or Print Legibly)

Contractor Address: _____,
(City) (State) (Zip)

Contractor Phone/E-mail: _____ / _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

*** This document **MUST** be notarized ***

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: ____ / ____ / ____

For Office Use Only:	
Cov. Rec'd: ____ / ____ / ____ in	Department Name: _____
<input type="checkbox"/> Accepted by: _____	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434	

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

**NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)**

**ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V**

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004
	JACKIE L. CURRIE
	City Clerk

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: _____
2. Address of Contractor: _____

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ____ No ____ Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ____ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

____ (Printed Name) _____ (Title)

____ (Signature) _____ (Date)

Subscribed and sworn to before me
this _____ day of _____

Notary Public, _____ County, Michigan
My Commission expires: _____

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

Hiring Policy Compliance Affidavit

I, _____, being duly sworn, state that I am the _____
_____ of _____
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Title: _____ Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Affidavit was acknowledged before me the _____ day of _____, 20____,
by _____.

Notary Public, County of _____

State of _____

My commission expires: _____

GENERAL CONDITIONS

REVISED 31-OCT-03

1. **Procurement Policy.** Procurement for the City of Detroit, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.
2. **Non-Discrimination Clause.** In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.
3. **Unit Prices, Notations, and Workmanship.** Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.
4. **Prices Quoted/Cash Discounts.** Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.
5. **Sales Tax Exemption.** The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.
6. **Specifications, Change of Specification, and Errors or Omission.** Specifications which refer to brand names are given for reference. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

7. **Delivery Terms/Time. F.O.B. delivered prices are preferred. F.O.B. delivered means** delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.
8. **Container.** Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.
9. **Labeling of Envelopes.** Bidders must label envelopes containing bid - "This envelope contains bid on (-commodity-) File No.(- number-)Due on or before (-time-) on (-Date-)". A label is attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.
10. **Receipt of Bids.** Bids must be received in the Purchasing Division, 1008 Coleman A. Young Municipal Center , Two Woodward Ave., Detroit, MI 48226, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Purchasing Division on time rests entirely with the bidder.

- 11. Withdrawal.** No bid shall be withdrawn for (90) ninety days from submission deadline unless other wise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.
- 12. Award.** The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.
- The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 15-00, forbids the award of any Contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may contact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.
- All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 15-00) which provides for purchasing and disposition of property consistent with the City Charter.
- 13. Start of Work.** No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.
- 14. Inspection.** All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.
- 15. Freight Rates.** Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the Contract price. This applies only to movement of the finished product as sold to the City.
- 16. Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.
- 17. Assignment.** A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Purchases Agent for proper procedure.
- 18. Default.** Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.
- 19. Damages for Breach of Contract.** The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the City sustains in excess of set-off.
- If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.
- The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.
- Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.
- 20. Termination.** The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days notice.
- 21. Audit, Inspection of Records and Cost Verification.** The City reserves the right to audit employees payroll records to verify labor charges upon 72 hours notice.

The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement shall be retained by the Contractor during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

- 22. Compliance With Laws and Security Regulations.** The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Contractor shall hold the City harmless with respect to any damages arising from any violations of same by it or its associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

- 23. Patents.** The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.
- 24. Indemnity.** The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortuous acts or any failure by the Contractor to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Contractor, the City of Detroit and any negligent or tortuous errors or omissions attributable to the Contractor, its subcontractors or Agents.
- 25. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

- 26. Addresses.** Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.
- 27. Taxpayer Identification Number.** Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number in use by the City, Contractor's new taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the information required, may be deemed and event of default at the sole discretion of the City.
- 28. Setoff.** In addition to Contractor's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor. The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contract. The City will provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the Contract/Purchase Order.